

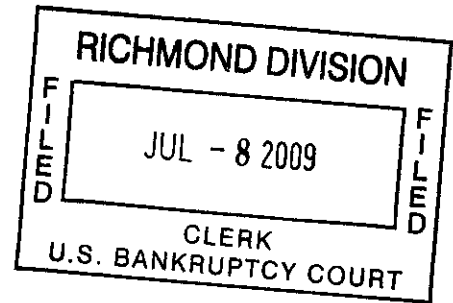


Actiontec Electronics, Inc.

760 North Mary Avenue • Sunnyvale • CA • 94085 • Phone (408) 752-7700 • Fax (408) 541-9003 • www.actiontec.com

Date: July 6, 2009

United States Bankruptcy Court
701 East Broad Street – Courtroom 5100
Richmond, Virginia 23219



**RE: CIRCUIT CITY STORES, INC., et al.,
CASE NO. 08-35653 (KRH) JOINTLY ADMINISTERED
UNITED STATES BANKRUPTCY COURT, EASTERN DISTRICT OF VIRGINIA**

Dear Sir or Madam:

We, Actiontec Electronics Inc., are writing you to express to oppose the relief requested in the objection for two invoices 116082 for \$5,632.78 and 116083 for \$2,652.50 which we filed the claim under the section 503(b)(9) of 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") for the value of any goods sold in the ordinary course of business and received by the debtors within 20 days before Nov 10, 2008 (the "Petition Date") (i.e., between Oct 21, 2008 and Nov 9, 2008).

As you can see the attached backup of our shipping documents for the invoice 116082 against Circuit City PO# 2166101 (PO dated 10/2/2008) and the invoice 116083 against Circuit City PO# 2169504 (PO dated 10/9/2008), we did ship our products for those two invoices on 10/22/2008, but we do not know why they are listed as receipt date on 10/3/208 for the invoice 116082 and on 10/10/2008 for the invoice 116083 in the objection. For the invoice 116082 shipped to Livermore, California you can see the shipping documents shows the pickup date is 10/22/2008 with email's confirmation from UPS, and the shipment was delivered and signed by Circuit City employee. The shipment for the invoice 116083 to Ardmore, Oklahoma was picked up on 10/22/2008 also, and it was delivered and signed by Circuit City employee on 10/27/2008. As a matter of fact, the goods were sold in the ordinary course of business and received by Circuit City within 20 days before the Petition Date, Nov 10, 2008. Therefore, we would like to request the Bankruptcy Court should overrule the Objection as to our claim.

Sincerely,

Irene Chen, Controller.

ACTIONTEC ELECTRONICS, INC.
760 N. MARY AVENUE
TEL: (408) 752-7700
SUNNYVALE CA
94085-2908 USA

PAGE NO: 1
INVOICE NO: 116082
INVOICE DATE: 10/22/2008

I N V O I C E

CUSTOMER NO: CI007
CUSTOMER PH: 804-527-4000
BILL TO:

YOUR ORDER NO: 2166101
OUR ORDER NO: SOM100308-010-0000
SHIP TO:

CIRCUIT CITY STORES, INC.
DEEP RUN 3, 5TH FLOOR
9954 MAYLAND DRIVE
RICHMOND VA
23233 U.S.A.

CIRCUIT CITY - LIVERMORE DC
400 LONGFELLOW COURT, #A
LIVERMORE CA
94550 U.S.A.

TERMS: CASH #1: DISC:
CASH #2: DISC:
NET DUE DATE: 120608

SHIPPED: 10/23/2008
SHIP VIA: UPS GROUND
F.O.B.: ORIGIN
SHIPMENT NO: 111685 REF:
PRO NO:

YOUR CUSTOMER REP IS: LV

QTY ORDERED	QTY SHIPPED	QTY B.O.	ITEM NUMBER	UNIT PRICE	EXTD PRICE
24	24	0	0947-0127-000 FG,GT704WG QW RETAIL GS583AD3-08	66.11	1,586.64
8	8	0	0947-0136-000 FG,GT704WG VERIZON RETAIL GS583AD3-06	65.83	526.64
50	50	0	0947-0140-000 FG,M1000 MODEM RETAIL QWEST EUADSL23C-08	53.19	2,659.50
40	40	0	0932-0131-000 FG,W1000 RETAIL QW CLAMSHELL HWO05430-08CL	21.50	860.00

ADDITIONAL INFORMATION:

DELIVERY REQUESTED 10-20
SHIP NOT BEFORE 10-14
SHIP NO LATER 10-16

SALES TOTAL: 5,632.78
SALES TAX: 0.00
FREIGHT: 0.00
LESS: 0.00
OTHER CHARGES: 0.00

INVOICE TOTAL: 5,632.78
=====

From: "Circuit City" <edi@softshare.com>
To: 7647@softshare.com
Date: Thu, 02 Oct 2008 18:39:32 -0700 (PDT)
Subject: 850:2166101

100308-010



Purchase Order

General Information

Document Information:

Purchase Order Number: 2166101
Transaction Purpose Code: Original

Purchase Order Date: 10/2/2008
Purchase Order Type Code: Stand-alone Order

Contact Information:

Information Contact : 9712 Carter Garrison

F.O.B. Related Instructions:

Shipment Method of Payment : Collect
Location Qualifier : Origin (Shipping Point)

Terms of Sale/Deferred Terms of Sale:

Terms Type Code : Basic
Terms Basis Date Code : Invoice Date
Terms Net Days : 45

Date/Time Reference

Delivery Requested : 10/20/2008
Ship Not Before : 10/14/2008
Ship No Later : 10/16/2008

Reference Identification:

Reference Identification Qualifier : Internal Vendor Number
Reference Identification : 002250

Ship To:

(Assigned by Buyer or Buyer's Agent: 0344)

Line Item Information

Line	Description	Quan	UI	Price(\$)	Price Basis	Total(\$)
1	Buyer's Catalog Number: GT704WGR	24	EA	66.11	Contract Price per Each	1586.64
2	Buyer's Catalog Number: GT704WGV	8	EA	65.83	Contract Price per Each	526.64
3	Buyer's Catalog Number: EUADSL23C08	50	EA	53.19	Contract Price per Each	2659.5
4	Buyer's Catalog Number: HWO0543008CL	40	EA	21.50	Contract Price per Each	860

CONSIGNEE		DELIVERY ADDRESS		SHIP TO	
CIRCUIT CITY STORES		DIST CIR 344 STE A S:344		ACTIONTEC ELECTRONICS	
400 LONGFELLOW ST		LIVERMORE CA 94550-7122		760 N MARY AVE	
42133581		(925)454-5349		SUNNYVALE CA 94085-2908	
PO# 2166101		UPS FREIGHT PHONE NUMBER		02835372	
		(800)333-7400		ADV CAR	
		PICK UP DATE		DATE	
		10/22/08		10/22/08	
		SJS		SJS	

23
BEST DELIVERY TIME: 800 - 1100
APPOINTMENT DELIVERY
10/23/08-10/23/08 REQ DEL DATE

UPS Freight™



www.upsfreight.com

PCS	HTG	PT	DESCRIPTION OF ARTICLES AND SPECIAL MARKINGS	WEIGHT(LBS)	INSTR
1			PIECE(S) COUNTED AND VERIFIED ON (10 BX) COMPUTER RELATED PRODUCTS LTL FUEL ADJUSTMENT NOTIFICATION CHARGES BILL FREIGHT CHARGES TO: BILL TO: 09990956 CIRCUIT CITY STORES XCTSI FL 15 5100 POPLAR AVE MEMPHIS TN 381375015	283	116030-01

CONT'D <TTL PCS		PRINT NAME		TTL WT >	
PECES DATED		SIGNATURE		FROM	
WRAP INTACT?		X		RECEIVED THE ABOVE PROPERTY IN GOOD CONDITION EXCEPT AS NOTED	
YES NO?		YES NO?		YES NO?	

ORIGIN	ARRIVE	DEPART
DATE	DRIVER NAME	



DATE

10/25/08

2 CONSIGNEE (TO)

STREET ADDRESS
 400 BROADWAY
 CITY
 LIVERMORE STATE
 CA ZIP (REQUIRED)
 94550

P.O. NUMBER STORE #

CONSIGNEE PHONE # CONTACT NAME (ATTN)

2 SHIPPER (FROM)

STREET ADDRESS
 ACTIONTEC ELECTRONICS INC
 760 NORTH MARY AVE
 CITY
 SUNNYVALE STATE
 CA ZIP (REQUIRED)
 94085

BILL OF LADING NUMBER STORE # U.S.A.

FREIGHT CHARGES ARE PREPAID UNLESS OTHERWISE MARKED

CHECK ONE: ☐ Prepaid ☒ Collect ☐ Third Party Prepaid

☐ GUARANTEED DELIVERY REQUESTED (if box is checked) **GRTD**

By checking this box, the Payor requests UPS Freight to guarantee delivery of this shipment according to UPS Freight's transit schedule and agrees to pay 25% (\$30 minimum) above the cost normally incurred for this service. Payor will not be liable for payment if shipment fails to deliver on the scheduled day. Section 7 signature is not valid on Guaranteed Service. Guaranteed service is subject to the conditions of UPGF 20341 Series tariff.

3 BILL TO

ADDRESS

CITY STATE ZIP (REQUIRED)

DESCRIPTION OF ARTICLES, WEIGHT, NMFC & CLASS ARE SUBJECT TO CORRECTION				
NO. PCS.	PKG TYPE	HM	DESCRIPTION OF ARTICLES & SPECIAL MARKS	WEIGHT (lbs.) NMFC NO. CLASS
10 BX	1 PLT		Computer Parts	285 BS 921
			Po # 2166101	
			Doc date # 10/25/08	
			Delivery Appointment required	
TOTAL CUBE:				

Mark with an "X" to designate hazardous materials as defined in title 49 of the Code of Fed. Reg.

ADDITIONAL SERVICES: ☐ INSIDE DELIVERY REQUIRED ☐ RESIDENTIAL DELIVERY
☐ LIFT GATE PICKUP/DELIVERY ☐ SORT AND SEGREGATE
☐ NOTIFICATION BEFORE DELIVERY ☐ OTHER:

Hazardous material emergency contact #

REMIT C.O.D. CASH / CHECK TO

METHOD OF PAYMENT (REQUIRED)
 E COLLECT UNLESS OTHERWISE MARKED

OD FEE ☐ PREPAID ☐ COLLECT

COD AMT \$

IF NOT CHECKED, BOTH ARE ACCEPTABLE
☐ CONSIGNEE CHECK ACCEPTABLE ☐ CERTIFIED CHECK OR CASH

UPS Freight LIABILITY: Carrier liability for loss or damage will be the lesser of (1) the actual invoice value of the commodities or article(s) lost, damaged or destroyed; or (2) the amount determined from applicable rated liability provisions of the NMFC; or (3) the limited liability as stated in the applicable governing tariffs, unless *** Excess Declared Value Coverage is specifically requested along with the amount of coverage noted in writing on the bill of lading at the time of shipment and applicable charges are paid. Maximum carrier liability is limited to \$25.00 per pound per package and \$100,000 per shipment. Liability for commodities other than new is limited to \$10 per pound per package (and up to a maximum \$2.50 per pound per package when Excess Declared Value Coverage is requested). Liability for specific commodities or articles described in the UPGF 102 rules tariff item 166 section 5 is limited to \$2.00 per pound per package. Liability for commodities or articles subject to an exception rating (FAK) is limited as described in the tariff. Certain items may be subject to a limited declared value, with a choice of rates under the tariff. You are advised to review the applicable tariff provisions before stating a value. *** Refer to the current tariff UPGF 102 series for complete details. "Where a "rate" is dependent on a released, declared or actual value in the NMFC, the released, declared or actual value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

Shipper requests Excess Declared Value Coverage in the amount of \$ _____

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request; *** the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns. Where a third party bill to or broker exists, carrier holds both the shipper and consignees liable for freight charges.

Subject to Section 7 Terms and Conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. UPS Freight may decline to make delivery of the shipment without payment of freight and all other lawful charges.

(Signature) _____

LIMITATIONS OF LIABILITY APPLY. SUBJECT TO LIMITS OF LIABILITY OF THE CARRIER'S RULES TARIFF CUSTOMER SERVICE 1-800-333-7400

TRAILER NUMBER: _____

SEAL # APPLIED: _____

BEYOND SCAC: _____

CROSS REF PRO#: _____

☐ SHIPPER LOAD / CONSIGNEE UNLOAD

UPS Freight 175 639 870 SJS

*** Now available at www.upsfreight.com - UPGF 102 Series Rules Tariff - Electronic Bill of Lading

UPS Freight shall have no liability or responsibility whatsoever in connection with this bill of lading if the shipper did not tender the shipment to UPS Freight or its agent.

I certify that the above named materials are properly classified, described, marked, and labeled and are in proper condition for transportation in accordance with the applicable regulations of the Department of Transportation.

Actiontec Electronic Carrier: UPS Freight

Driver: _____

Re: C. City Order

Document Page 6 of 11

Subject: Re: C. City Order
From: nicolesmith@upsfreight.com
Date: Wed, 22 Oct 2008 11:58:39 -0400
To: Vincent Leung <vleung@actiontec.com>

Yes, schedule that one as well?

Let me know if you need anything else.

Thank you ,
Nicole Smith
Customer Solutions
804-291-4138 phone
804-291-5148 fax
nicolesmith@upsfreight.com
www.upsfreight.com

Vincent Leung
<vleung@actiontec.com>

10/22/2008 11:52
AM

nicolesmith@upsfreight.com

To

cc

Subject

Re: C. City Order

Nicole,

It' ready for you!
By the way, do you have pick up for 2166101 to Livermore CA?

VL

nicolesmith@upsfreight.com wrote:

Good Morning,

Please advise when I am able to schedule a pick up for the below po nmbr.

2169504

Let me know if you need anything else.

Thank you ,
Nicole Smith
Customer Solutions
804-291-4138 phone
804-291-5148 fax
nicolesmith@upsfreight.com
www.upsfreight.com

ACTIONTEC ELECTRONICS, INC.
760 N. MARY AVENUE
TEL: (408) 752-7700
SUNNYVALE CA
94085-2908 USA

PAGE NO: 1
INVOICE NO: 116083
INVOICE DATE: 10/22/2008

I N V O I C E

CUSTOMER NO: CI007
CUSTOMER PH: 804-527-4000
BILL TO:

YOUR ORDER NO: 2169504
OUR ORDER NO: SOM101008-001-0000
SHIP TO:

CIRCUIT CITY STORES, INC.
DEEP RUN 3, 5TH FLOOR
9954 MAYLAND DRIVE
RICHMOND VA
23233 U.S.A.

CIRCUIT CITY - ARDMORE DC
1901 COOPER DRIVE
ARDMORE OK
73401 U.S.A.

TERMS: CASH #1: DISC:
CASH #2: DISC:
NET DUE DATE: 120608

SHIPPED: 10/23/2008
SHIP VIA: UPS GROUND
F.O.B.: ORIGIN
SHIPMENT NO: 111727 REF:
PRO NO:

YOUR CUSTOMER REP IS: LV

QTY ORDERED	QTY SHIPPED	QTY B.O.	ITEM NUMBER	UNIT PRICE	EXTD PRICE
10	10	0	0947-0154-000	52.49	524.90
FG,GT701C VZ RET GEU003AD3-06					
40	40	0	0947-0140-000	53.19	2,127.60
FG,M1000 MODEM RETAIL QWEST EUADSL23C-08					

ADDITIONAL INFORMATION:

DELIVERY REQUESTED 10-27
SHIP NOT BEFORE 10-19
SHIP NO LATER 10-21

SALES TOTAL: 2,652.50
SALES TAX: 0.00
FREIGHT: 0.00
LESS: 0.00
OTHER CHARGES: 0.00

INVOICE TOTAL: 2,652.50
=====

From: "Circuit City" <edi@softshare.com>
To: 7647@softshare.com
Date: Thu, 09 Oct 2008 18:37:28 -0700 (PDT)
Subject: 850:2169504

101008-001



Purchase Order

General Information

Document Information:

Purchase Order Number: 2169504
Transaction Purpose Code: Original

Purchase Order Date: 10/9/2008
Purchase Order Type Code: Stand-alone Order

Contact Information:

Information Contact: 9712 Carter Garrison

F.O.B. Related Instructions:

Shipment Method of Payment: Collect
Location Qualifier: Origin (Shipping Point)

Terms of Sale/Deferred Terms of Sale:

Terms Type Code: Basic
Terms Basis Date Code: Invoice Date
Terms Net Days: 45

Date/Time Reference

Delivery Requested: 10/27/2008
Ship Not Before: 10/19/2008
Ship No Later: 10/21/2008

Reference Identification:

Reference Identification Qualifier: Internal Vendor Number
Reference Identification: 002250

Ship To:

(Assigned by Buyer or Buyer's Agent: 0567)

Line Item Information

Line	Description	Quan	UI	Price(\$)	Price Basis	Total (\$)
1	Buyer's Catalog Number: GT701C	10	EA	52.49	Contract Price per Each	524.9
2	Buyer's Catalog Number: EUADSL23C08	40	EA	53.19	Contract Price per Each	2127.6

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the team.

3. The third step is to develop a plan or strategy to address the problem. This involves breaking down the problem into smaller, manageable tasks and determining the resources needed to complete each task.

4. The fourth step is to implement the plan. This involves putting the strategy into action and monitoring progress regularly to ensure that the project is on track.

5. Finally, the fifth step is to evaluate the results of the project. This involves assessing the outcomes against the objectives and goals to determine the effectiveness of the project and identify areas for improvement.

CUSTOMER SERVICE 1-800-333-7400

STRAIGHT BILL OF LADING - SHIPPING ORDER NOT NEGOTIABLE - DOMESTIC Document Page 10 of 11

UPS Freight (UPGF)

PLEASE PRINT OR TYPE



WEB SITE: www.upsfreight.com

DATE

10/22/08

1. CONSIGNEE (TO)

On collect on delivery shipments, the letters "CCD" must appear before consignee's name or as otherwise provided in item 430, Sec. 1 of UPGF 102.

Circut City ARDMORE DE

STREET ADDRESS UPS Freight CANNOT DELIVER TO A P.O. BOX

1901 Cooper Drive

CITY ARDMORE STATE OK ZIP REQUIRED 73401

P.O. NUMBER STORE #

CONSIGNEE PHONE # CONTACT NAME (ATTN)

()

BILL TO

ADDRESS

CITY STATE ZIP REQUIRED

2. SHIPPER (FROM)

ACTIONTEC ELECTRONICS INC

760 NORTH MARY AVE

CITY SUNNYVALE, CA STATE CA ZIP REQUIRED 94085

BILL OF LADING NUMBER STORE # U.S.A.

FREIGHT CHARGES ARE PREPAID UNLESS OTHERWISE MARKED

CHECK ONE: ☐ Prepaid ☒ Collect ☐ Third Party Prepaid☐ GUARANTEED DELIVERY REQUESTED (if box is checked) GRD

By checking this box, the Payor requests UPS Freight to guarantee delivery of this shipment according to UPS Freight's transit schedule and agrees to pay 25% (\$30 minimum) above the cost normally incurred for this service. Payor will not be liable for payment if shipment fails to deliver on the scheduled day. Section 7 signature is not valid on Guaranteed Service.

Guaranteed service is subject to the conditions of UPGF 20341 Series tariff.

NO. PCS.	PKG. TYPE	HM*	DESCRIPTION OF ARTICLES & SPECIAL MARKS	WEIGHT (lbs.)	NMFC NO.	CLASS
SBX1PT			Computer Parts	150 LBS		92 1/2
			Po # 2169504			
			Package # 10/27/08			
			Delivery Appointment Requested			
TOTAL CUBE:						

Mark with an "X" to designate hazardous materials as defined in title 49 of the Code of Fed. Reg.

Hazardous material emergency contact #

ADDITIONAL SERVICES: (CHARGES MAY APPLY)

- ☐ INSIDE DELIVERY REQUIRED ☐ RESIDENTIAL DELIVERY
- ☐ LIFT GATE PICKUP/DELIVERY ☐ SORT AND SEGREGATE
- ☐ NOTIFICATION BEFORE DELIVERY ☐ OTHER:

REMIT C.O.D. CASH / CHECK TO

METHOD OF PAYMENT (REQUIRED):
IF COLLECT UNLESS OTHERWISE MARKEDCOD FEE ☐ PREPAID ☐ COLLECT

COD SHIPMENTS GOVERNED BY UPGF 102 RULES ITEM 430

COD AMT \$

IF NOT CHECKED, BOTH ARE ACCEPTABLE

☐ CONSIGNEE CHECK ACCEPTABLE ☐ CERTIFIED CHECK OR CASH

UPS Freight LIABILITY: Carrier liability for loss or damage will be the lesser of (1) the actual invoice value of the commodities or article(s) lost, damaged or destroyed; or (2) the amount determined from applicable titled liability provisions of the NMFC; or (3) the limited liability as stated in the applicable governing tariffs, unless "Excess Declared Value Coverage" is specifically requested along with the amount of coverage added in writing on the bill of lading at the time of shipment and applicable charges are paid. Maximum carrier liability is limited to \$25.00 per pound per package and \$100,000 per shipment. Liability for commodities articles other than new is limited to \$1.00 per pound per package (and up to a maximum \$2.50 per pound per package when Excess Declared Value Coverage is requested). Liability for specific commodities or articles described in the UPGF 102 rules tariff item 166 section 5 is limited to \$2.00 per pound per package. Liability for commodities or articles subject to an exception rating (FAK) is limited as described in the tariff. Certain items may be subject to a limited declared value, with a choice of rates under the tariff. You are advised to review the applicable tariff provisions before stating a value. "Refer to the current tariff UPGF 102 series for complete details. "Where a "rate" is dependent on a released, declared or actual value in the NMFC, the released, declared or actual value of the property is hereby specifically stated by the

per to be not exceeding per ***Shipper requests Excess Declared Value Coverage in the amount of \$

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request; the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his signs. Where a third party bill to or broker exists, carrier holds both the shipper and consignees liable for freight charges.

Subject to Section 7 Terms and Conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. UPS Freight may decline to make delivery of the shipment without payment of freight and all other lawful charges.

(Signature)

IRRETRIEVABLES OF LIABILITY APPLY SUBJECT TO LIMITS OF LIABILITY OF THE CARRIER'S RULES TARIFF. CUSTOMER SERVICE 1-800-333-7400



UPS Freight 175 639 892 SJS

TRAILER NUMBER:

LINEAR FEET OF SHIPMENT:

SEAL # APPLIED:

BEYOND SCAC:

CROSS REF PRO#:

☐ SHIPPER LOAD / CONSIGNEE UNLOAD

*** Now available at www.upsfreight.com - UPGF 102 Series Rules Tariff - Electronic Bill of Lading

UPS Freight shall have no liability or responsibility whatsoever in connection with this bill of lading if the shipper did not tender the shipment to UPS Freight or its agent.

that the above named materials are properly classified, described, and labeled and are in proper condition for transportation in accordance with applicable regulations of the Department of Transportation.

UPS Freight

C. City Order

Subject: C. City Order

From: nicolesmith@upsfreight.com

Date: Wed, 22 Oct 2008 11:44:28 -0400

To: Vleung@actiontec.com

Good Morning,

Please advise when I am able to schedule a pick up for the below po nmbr.

2169504

Let me know if you need anything else.

Thank you ,

Nicole Smith

Customer Solutions

804-291-4138 phone

804-291-5148 fax

nicolesmith@upsfreight.com

www.upsfreight.com